

☒ AMENDED

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE

In re: Patrick Nathan Boscacay,

Case No. 24-22560-DEB

Debtor:

Chapter 13

CHAPTER 13 PLAN - THIRD AMENDED\*

\*To adjust treatment of secured claims.

ADDRESS: 611 Royal Pecan Way  
Collierville, TN 38017-1731

PLAN PAYMENT:

Debtor shall pay \$ 2,000.00 (☐ weekly, ☒ every two weeks, ☐ semi-monthly, or ☐ monthly, by:  
☒ PAYROLL DEDUCTION From: Medtronic USA Inc. OR ( ) DIRECT PAY  
Minneapolis, MN 55432

1. THIS PLAN [Rule 3015.1 Notice]:

(A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☒ YES ☐ NO  
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION ☒ YES ☐ NO  
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]  
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☐ YES ☒ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at \$341/meeting.

4. DOMESTIC SUPPORT:

None Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, OR ☐ Trustee to: Monthly Plan Payment:  
ongoing payment begins \$  
Approximate arrearage:

5. PRIORITY CLAIMS:

US Treasury - Internal Revenue Service Amount 15,000.00 \$ 250.00

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☒ Paid by Trustee to:

LoanCare Servicing ongoing payment begins 09/01/2024 \$1,765.78  
Approximate arrearage: 7,063.12 Interest 0.00% \$ 140.00

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
One Main Financial 2009 Nissan Murano VIN: jn8az18u89w102118	5,675.00	5.00%	\$140.00
Toyota Financial Services 2018 Toyota RAV4 VIN: jtmbfrev6jj193086	13,087.86	10.50%	\$282.00
US Department of HUD Secured by real property located at 611 Royal Pecan Way, Collierville, TN		0.00%	Not due until property is sold
Affinity Federal Credit Union 2018 Hyundai Tuscan VIN: km8j3ca4xju754107	20,622.34	10.50%	\$466.00

**8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:**

[Retain lien 11 U.S.C. §1325 (a)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
<u>-NONE-</u>			\$

**9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:**

-NONE- Collateral: \_\_\_\_\_

**10. SPECIAL CLASS UNSECURED CLAIMS:**

	Amount:	Rate of Interest	Monthly Plan Payment:
<u>-NONE-</u>			\$

**11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:**

Mohela/Dept Of Ed ☐ Not provided for **OR** ☒ General unsecured creditor

**12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):**

-NONE-

**13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.**

**14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$49,235.00**

**15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**

☐ \_\_\_\_\_ %, OR,  
☒ **THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.**

**16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:**

None ☐ Assumes **OR** ☐ Rejects.

**17. COMPLETION:** Plan shall be completed upon payment of the above, approximately 60 months.

**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.**

**19. NON-STANDARD PROVISION(S):**

Pre-confirmation adequate protection payments shall be 25% of proposed plan payment for secured claims.

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

**20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**

/s/ James D. Gentry

James D. Gentry (#020776), Debtor's counsel  
2400 Poplar Avenue, Suite 450  
Memphis, TN 38112-3200  
(901) 677-0669  
JDGentry@JDGentryLaw.com

Date August 1, 2024

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing has been served electronically, through the Court's electronic noticing system to all parties indicated on the electronic filing receipt, on August 1, 2024, or by U.S. Mail, first-class postage prepaid, on August 2, 2024, to Debtor and to all other parties requiring written notice.

Service List:

Debtor

Jennifer K. Cruseturner, Chapter 13 Trustee  
5350 Poplar Avenue, Suite 500  
Memphis, TN 38119-3697

Matrix

/s/ J.D. Gentry  
James D. Gentry